REQUEST FOR PROPOSAL (RFP)

Bangalore Electricity Supply Company Limited

(Wholly Owned Govt. Of Karnataka Undertaking)

Bangalore Electricity Supply Company Limited invites electronic Bids from eligible Bidders for the Work mentioned below, under Competitive Bidding against tender enquiry no:

BESCOM/2025-26/SE0444/CALL-2

For

IMPLEMENTATION OF CUSTOM BUILD CLOUD BASED GST SUPPORT SOFTWARE FOR COMPLIANCE UNDER GOODS & SERVICE TAX (GST) IN BESCOM

Issued by:
The General Manager (ICT & MIS),
BESCOM, Corporate office
K.R Circle, Bangalore-560001

Disclaimer

This Request for Proposal **(RFP)** is for "Implementation of Custom build cloud based GST support software for compliance under goods & service tax (GST) in BESCOM". Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither BESCOM, nor any officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of BESCOM. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. BESCOM shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of BESCOM, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

BESCOM shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of BESCOM in selecting the Agency who qualifies through this RFP shall be final and BESCOM reserves the right to reject any or all the bids without assigning any reason thereof. BESCOM may terminate the RFP process at any time without assigning any reason and upon such termination BESCOM shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BESCOM or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and the BESCOM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the selection process.

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Letter of invitation to Bidders

Tender Reference no.	Tender enquiry No: **BESCOM/2025-26/SE0444/CALL-2**
Name of the Organization	Bangalore Electricity Supply Company Ltd. (BESCOM)
Title of Services	**IMPLEMENTATION OF CUSTOM BUILD CLOUD BASED GST SUPPORT SOFTWARE FOR COMPLIANCE UNDER GOODS & SERVICE TAX (GST) IN BESCOM**

Dear Sir/Madam,

BESCOM (hereinafter called "Purchaser") is executing RFP for **IMPLEMENTATION OF CUSTOM BUILD CLOUD BASED GST SUPPORT SOFTWARE FOR COMPLIANCE UNDER GOODS & SERVICE TAX (GST) IN BESCOM,** More details on the services are provided in the Terms of Reference in this RFP document.

1) The RFP includes the following documents:

Section I - Invitation for Bids
Section II - Instruction to Bidders
Section III - General Conditions of Contract
Section IV - Special Conditions of Contract
Section V - Scope of Work
Section VI - Forms

2) You are invited to submit your proposal as per the attached RFP document.

Yours sincerely,

Sd/
General Manager (ICT & MIS)
BESCOM

1. Section I: Invitation for Bids

1.1 ABOUT BESCOM

BESCOM – Bangalore Electricity Supply Company Limited is responsible for power distribution in eight districts of Karnataka. BESCOM covers an area of 41,092 sq. kms with a population of over 207 lakhs. The company has 4-operating Zones – Bangalore Metropolitan Area Zone (south), Bangalore Metropolitan Area Zone (North), Bangalore Rural Area Zone and Chitradurga Zone, 9 Circles, 28 Divisions, 119+ Sub-divisions and 465+ Section Offices or O&M offices.

1.2 OBJECTIVES OF THE RFP

For smooth implementation of GST, BESCOM proposes to avail the cloud based services of GST Support Software Providers. In this connection, BESCOM invites proposals from the Application Service Providers(ASP) of repute and proven track record for implementation of GST as per the Scope of Work given in this RFP.Detailed Scope of work has been specified in Sections V (Scope of work) (5).

KEY EVENTS AND DATES:

1	Tender Inviting Authority	GM (ICT & MIS), BESCOM
2	Date of Publication of RFP	As per KPP portal
3	Pre-Bid meeting	As per KPP portal
4	Last date of Receiving Queries/ Clarification	As per KPP portal
5	Last Date of Submission of bids	As per KPP portal
6	Earnest Money Deposit Payable	As per KPP portal
7	Amount put to tender	As per KPP portal
8	Date, Time of Opening of Techno-Commercial Bid	As per KPP portal
9	Date, Time of Opening of Financial Bid	As per KPP portal

1.3 DETAILS OF ITEM

- The implementation of custom build cloud based GST support software for compliance under goods & service tax (GST) in BESCOM.
- The Bidder should be involved in Development, Implementation, Integration, Commissioning and maintenance of the GST solution for BESCOM.

1.4 ELIGIBILITY CRITERIA

Pre-qualifying requirements for selection of successful Bidder are mentioned hereunder:

The following documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal by the participating Bidders.

1.4.1 PRE-QUALIFICATION CRITERIA:

Amount put to Tender: Rs.34,26,951 (Thirty-four Lakhs twenty-six thousand nine hundred and fifty one Rupees Only) (inclusive of GST)

Technical Qualification Criteria		
Sl. No.	**PQ Criteria**	**Documents to be uploaded**
1	The Bidder should be in existence as any of the following a) Company incorporated in India under the Companies Act, 1956/2013 including any amendment thereto.	1. Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of Company. 2. Annual filings (E-Forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two Financial Years. 3. Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender(s).
	b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;	1. Certificate of Incorporation issued by Registrar of Companies as per LLP Act, 2008. 2. Limited Liability Partnership Agreement of LLP. 3. Form 11-Annual Return filed by LLP to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for proceeding two Financial Years.
	c) Partnership Firm under Partnership Act, 1932 in India.	1. Partnership Deed, GST Registration Certificate. 2. Shops & Establishment Registration Certificate, as applicable.
	d) Sole Proprietorship Concern	PAN / GST Registration Certificate.

2	The bidder should have Supplied and implemented any one application/ software in cloud or on-prem in India for any Power Distribution Utilities/ State or Central Government Department/ PSUs in any one of the last five financial years (2020-21, 2021-22, 2022-23,2023-2024, 2024-2025).	1. Purchase order copies or Contract order copies issued by Power Distribution Utilities/ Government Department/ PSUs. 2. Relevant Completion certificate issued by the officer not below the rank of DGM/Executive Engineer or Equivalent officer.
3	The Bidder shall have ISO 9001 certification and ISO 27001 certification	Valid Certificate
4	The bidder must have implemented and maintained **E-Invoice GST Software on SaaS model** for at least one Power Distribution Utilities in any DISCOMs in any one of the last five financial years (2020-21, 2021-22, 2022-23, 2023-2024, 2024-2025).	1. Purchase order copies or Contract order copies issued by Power Distribution Utilities. 2. Relevant Performance certificate issued by the officer not below the rank of DGM/Executive Engineer or Equivalent officer.
Financial Qualification Criteria		
5	The annual turnover of the bidder should not be less than 100% i.e. 34.27 Lakhs of the amount put to tender in any one of the financial years of the preceding five years (i.e., 2020-21, 2021-22, 2022-23 & 2023-24, 2024-25).	Certified copies of P&L Statement, Balance sheets and Audited Financial Statement duly signed and sealed by CA.
6	The Liquid Assets as on 31.05.2026 or at a later date before the submission of the bid consisting of Cash at Bank + Term Deposits + availability of fund based credit facility in any Nationalized/ scheduled Bank shall not be lesser than 25% of the amount put to tender. If the bidder has banking with more than one Bank, then the available liquid assets balance mentioned above on a particular date i.e., as on 31.05.2026 or any date before submission of bids shall be the same date for all the banks. (Same or higher amount of liquid assets shall be maintained/showcased at the time of the issuance of LOI.)	The cash at Bank, Term Deposits and the availability of fund based credit facility shall be supported by a certificate issued by any Nationalized/Scheduled Bank with whom the bidder has banking facilities. In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on 31.05.2026 or at a later date, before submission of the bid. The certificate shall be submitted in the prescribed format in the bid document.
General Requirements		
7	Even though the Bidders meet the above criteria, they are subject to be disqualified if they have: i) made misleading or false representations in the forms, statements and attachments	Scanned copy of Self-declaration on notarized stamp paper of Rs.500/-shall be uploaded and the Bidders shall mention the Tender Enquiry No. along with date of Self Declarations.

	submitted in proof of qualification requirements; **and/or** ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; **and/or** iii) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification. **and/or** iv) Black-Listed due to non-performance in execution of works by any ESCOMS/Govt. Utilities/PSUs as on date of bid submission. **and/or** v) Defaulted/short closed due to non-performance in execution of works against the order placed by any ESCOMS/Govt. Utilities/PSUs as on date of bid submission.	
8	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. A Certificate for having read the clauses is required to be submitted/uploaded by the bidder separately in the following format: I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached.)	A copy of Registration certificate issued by the Indian competent authority. In case the same doesn't apply, Self-declaration by the bidder in Rs. 500 Stamp paper duly notarized shall be uploaded.

1.5 CONTRACT PERIOD

The total contract period is for two years from the date of DWA.

If BESCOM intends, it may extend the services for the additional period of 1 year after the expiry of 2 years mentioned in DWA at same rates as per the DWA.

The contract may be terminated early if the BESCOM ERP application goes live at the end of any quarter or at any point during the contract period. BESCOM reserves the discretion to do so with an advance notice of at least three months.

The rates should be fixed and valid totally for 2 years + One year (If extended).

1.6 Bid Submission

Instructions regarding KPP portal:

1. The bid is to be quoted online through e-portal in the Government of Karnataka "Karnataka Public Procurement (KPP) portal" on **https://kppp.karnataka.gov.in only.**
2. Bidders, who have not registered in the KPP portal, may do so by registering through the above website. **A non-refundable Tender processing fee** as determined by the above said procurement platform shall be payable electronically by the Bidders at the time of submitting Bids.
3. The Bidders can access bid documents on the web site and participate in the e- Tender within the stipulated time and date as per Tender notice details through above portal only.
4. Bidders shall attach scanned copies of all the certificates pertaining to the qualifying requirements as mentioned in the eligibility criteria and any other certificates as required in the tender, which are mandatory.
5. The Bidders shall furnish the original certificates for verification whenever required to the BESCOM authorities, failing which the Bidder will be disqualified.
6. Conditional bids, incomplete bids, bids without EMD, bids not properly uploaded and bids submitted late will be rejected.
7. Date and time-stamp of the portal shall be final in deciding the time and date of submission of bid through e-Tender. Decision of the BESCOM in this regard is final and must be accepted by all the Bidders.
8. The Bidders shall quote in Indian Rupees only.
9. Bids shall be submitted through above portal only.
10. The Bidder shall upload documents to satisfy qualifying requirements, EMD, Declaration form, proof of address wherever necessary, and other statutory requirements.
11. The EMD furnished by the Bidders will be forfeited in case the Bidder withdraws the offer during the validity or violates any clause stipulated in the bid.
12. The prospective Bidders shall upload all the relevant documents along with the bid.
13. **The validity of the bid shall be 180 days from the last date of bid submission.**
14. Corrigendum **/ Modification / Corrections, if any will be published in the portal website only, for any clarification on KPP portal, request for KPP portal training, Bidders can contact HELP DESK at +91-8046010000**

Note: The above Notification is subject to changes from time to time. Prospective Bidders are requested to contact the authorized person / office indicated in the Notification for the

authentic prevailing version. The Management does not take any responsibility for any consequences arising out of any acts or forbearance on the part of the third parties on the basis of the above Notification.

Procedures

1. The Bids along with prescribed documents as per annexures shall be submitted through KPP portal and the Bidders are requested to familiarize themselves with the procedure of E-Procurement thoroughly before submission of Bids.
2. Mere issue/downloading of Bid Document does not qualify any Bidding firm for appointment. The Bidders who does not comply with the eligibility Criteria mentioned in the Tender Notification/Bid document will be rejected.
3. The submission of Bidders implies that they have read and understood the contents of Tender Notification and the Bid document.
4. The Authority reserves the right to accept/reject all or any of the Bids without assigning any reasons.
5. Conditional quotes/ Bids are not acceptable.
6. The declaration given by the Bidders if found false on verification, the offer of such Bidder will be discarded and not considered for evaluation and legal action will be initiated against such Bidder who has submitted the false declaration.

Sd/-
General Manager (ICT & MIS)
Corporate Office, BESCOM

2. Section II: Instructions to Bidders

2.1 INSTRUCTIONS

2.1.1 Bangalore Electricity Supply Company Limited invites tenders vide Enquiry No. **BESCOM/2025-26/SE0444/CALL-2** in two parts (Technical Bid and Price Bid) through KPP portal **https://kppp.karnataka.gov.in** for implementation of custom build cloud based GST support software for compliance under Goods & Service Tax (GST) in BESCOM.

2.2 COST OF BIDDING

2.2.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, Technical bid and other presentations etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3 UNDERSTANDING OF BID DOCUMENTS

2.3.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself so as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.4 LANGUAGE OF BID

2.4.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the BESCOM, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.5 CURRENCIES OF BID

2.5.1 Bidders may express their bid price in Indian Rupees only. Price Bid in any currency other than INR will be treated as non-responsive and hence will be rejected.

2.6 BID VALIDITY

2.6.1 Bids submitted by Bidders shall remain valid for acceptance for One Hundred and Eighty (180) calendar days from the last date of Bid submission .

A Bid valid for a shorter period may be rejected by the BESCOM as being non-responsive.

2.6.2 In exceptional circumstances, the BESCOM may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under Clause 2.7 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

2.7 EARNEST MONEY DEPOSIT (BID GUARANTEE)

2.7.1 The bidders shall pay 1% EMD against amount put to tender through any of the payment modes mentioned in the KPP portal for payment of EMD.

2.7.2 Permanent EMD holders are also necessary to furnish EMD. Government/Quasi Government/Public Sector Undertakings are not exempted from furnishing the Bid security.

2.7.3 EMD will be returned / refunded for the unsuccessful bidders on finalization of the Bid and EMD of successful bidders will be returned after furnishing the Performance Guarantee by the Successful Bidder.

2.7.4 Bids shall be accompanied by Bid Security (EMD) amount as indicated in "Key Events and Dates" (in para 1.2) shall be submitted through any of the four e-payment modes mentioned in the KPP Portal. The Bid Security is required to protect the owner against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the Guarantee forfeiture, pursuant to Para 2.7.5. The Bid Security shall be made payable to the BESCOM without any condition whatsoever.

2.7.5 Any Bid not secured in accordance with Para 2.7.1 above will be rejected summarily by the BESCOM as Non-Responsive.

2.7.6 The bid guarantee may be forfeited:

a) If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or

b) In case of a successful Bidder fails to sign the Contract or furnish the Agreement within the prescribed date or

c) In case of a successful Bidder fails to furnish the bank guarantee.

2.7.7 E-payment modes for Tender Processing Fee & Earnest Money Deposit

The Bidder should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)

2.8 DEADLINE FOR SUBMISSION OF BIDS

2.8.1 Bids must be uploaded in the KPP portal on or before the date specified in "**Key Events and Dates"** (in para 1.3) section of the document or the KPP portal. BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of BESCOM and Bidders previously subject to the deadline will thereafter be subject

to the deadline as extended.

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

2.9.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by BESCOM prior to the deadline prescribed for submission of bids.

2.9.2 No bid may be modified subsequent to the deadline for submission of bids.
No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

2.9.3 In KPP Portal Bidder has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.

2.9.4 Earnest Money Deposit paid by the unsuccessful Bidders will be returned as soon as possible after the tender has been finalized. Earnest Money Deposit of the successful Bidder will be refunded after successful fulfillment of the contract. The deposit towards EMD shall not carry any interest. Permanent EMD will not be considered.

2.10 FORMAT OF BID

a) The bids shall be uploaded in the KPP portal, on or before the last date and time of submission of bids. Bids not submitted through KPP portal and non-submission of EMD will be disqualified.
b) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
c) All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the KPP portal

2.11 CONTENTS OF TENDER DOCUMENT

2.11.1 The services required, bidding procedures, contract terms, etc. are prescribed in the Tender Document. Bidders are expected to examine all instructions, terms & conditions, specifications, annexures, forms and other information in the Tender Document. Failure to furnish any or all information as required or submit a Bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the Bid.

2.12 BIDDER TO OBTAIN HIS OWN INFORMATION

2.12.1 The Bidder shall for all purposes deemed to have independently obtained all necessary information for the purpose of preparing his Bid. The correctness of the details given in the Tender Document is for guideline information only, to help the Bidder prepare his Bid.. The cost of visiting the sites shall be borne by the Bidder. Non-familiarity with the site conditions will not be considered a reason either for

extra claims or for not providing services in strict conformity with scope and special conditions of the contract.

2.13 CLARIFICATION ON TENDER DOCUMENT

2.13.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to BESCOM.
The BESCOM, then, will issue interpretation(s) and clarification(s) as may think fit in writing.

A prospective Bidder requiring any clarification on the RFP Document may submit queries, in writing, at the mailing address and as per schedule indicated in "Invitation for Bids/ Key events and dates". The queries must be submitted in the following format only to be considered for clarification.

Sl. no.	Section no./ Clause no.	Page no.	Description/ Reference/ Subject	Clarification Sought

The queries not adhering to the above mentioned format would not be responded. BESCOM will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids/ Key events and dates. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the KPP portal. Responses will be uploaded by the Purchaser in the portal to any request for such clarification of the Bidding Document.Verbal clarification and information given by Purchaser or his employee(s) or his representative(s) shall not in any way be binding on Purchaser.

2.14 AMENDMENT OF BIDDING DOCUMENT

2.14.1 At any time prior to the deadline for submission of the Bids, BESCOM may, for any reason, at its own initiative modify the Tender Document by issue of an addendum/corrigendum.

2.14.2 In addition, BESCOM may issue addendum/corrigendum to the Tender Document to make/reflect amendment(s) in terms & condition or Scope of Work specified in this Tender Document.

2.14.3 Any such addendum/corrigendum will be made available at the Karnataka KPP portal website. No separate other communication in this regard shall be made with any Bidder. It will be the responsibility of the Bidder to regularly visit the website to keep themselves updated on such changes.

2.14.4 No clarification obtained through verbal communication by the Bidders from any officer, agent or employee of the BESCOM or any staff of the BESCOM will be deemed as addendum/corrigendum to the Tender document.

2.15 GENERAL INSTRUCTION FOR BID PREPARATION

2.15.1 The Bidders are advised to submit their Bids complete in all respect. The Bidder shall submit a comprehensive list of attached forms/declarations/certificates etc. in response to Tender Document.

2.15.2 The Scope of Work specified in this Tender Document shall be executed strictly in accordance with the conditions specified in the RFP and other conditions specified in various sections of this Tender Document. If any of the aforesaid condition is not clear to a Bidder, clarification may be sought from the BESCOM as per the provisions of clause 2.13 (Clarification on Tender Document).

2.15.3 The Bidders must accept all the conditions specified in the Tender Document to facilitate early finalization of Bids. Separate set of commercial conditions (such as Bidder's standard printed conditions) enclosed with the offer and any reference there to may prevent the Bid from being considered by the BESCOM.

2.16 PREPARATION OF BID/PROPOSAL

2.16.1 Bidder shall submit one Bid. If, Bidder submits more than one Bid such Bids shall be disqualified (including first bid and successive bids).

2.16.2 The Bid/Proposal as well as all related correspondence exchanged by the Bidders and the Purchaser shall be written in English language, unless specified otherwise.

2.16.3 In preparing their Bid/Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid/Proposal.

2.16.4 The Technical Bid/Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

2.17 FINANCIAL BID/PROPOSALS

2.17.1 The Financial Proposal shall be directly entered in the KPP portal. It shall list all costs associated with the Assignment/Job, including the various deliverables costs and taxes. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

Bidders are to Enter/Key-In the bid price directly in the KPP portal of GoK, in the financial bid section. This is as per the GOK Circular: **ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ: ಆಇ** 165 **ವೆಚ್ಚ**-12/2017 dated 21/3/2017. As per the circular only the price entered/keyed-in the portal is to be considered for bidding purpose and no document uploaded as financial bid is to be considered.

Bidders should not upload the Price bid form in the portal in technical or financial section (there is no provision for upload in financial section of portal.). If bidder uploads financial bid in the technical section such bids will be summarily disqualified.

2.17.2 The Firm price should only be quoted.

2.17.3 The bidder must quote in Indian Rupees (in INR) only. Bids in currencies other than INR would not be considered and the bid will be rejected forthwith.

2.17.4 The prices offered shall be on a fixed price basis inclusive of GST and should not be linked to the foreign exchange or any other variable.

2.17.5 The prices offered should be inclusive of all the deliverables mentioned in Scope of work of section Special Conditions of Contract

2.18 RIGHT OF PURCHASER TO ACCEPT OR REJECT BIDS

2.18.1 The BESCOM reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

2.18.2 The right to accept the Bids in response to this Tender Document will rest with the BESCOM. The BESCOM further does not bind himself to accept and reserves the authority to reject any or all the Bids received without assigning any reason whatsoever.

2.19 BID OPENING

2.19.1 The e-procurement system allows the BESCOM to download and open the e-submitted bid files from bidders only after the time for opening the bids. The technical bids will be opened as per dates given in the KPP portal.

2.19.2 The price bids of all the qualified technical responsive bidders shall be opened after completion of successful Technical evaluation.

The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.

2.20 BID EVALUATION

2.20.1 The evaluation process of the tender, proposed to be adopted by the BESCOM is indicated under this clause.

2.20.2 **Evaluation of Techno –commercial Bid**

a) The Pre-Qualification Proposal will be evaluated and only those **bidders who qualify the requirements will be considered for Technical evaluation**.

b) Documents and required forms uploaded by the bidders as part of the Pre-Qualification criteria will be opened and evaluated for compliance in this stage of evaluation.

c) Only those Bidders who meets all the pre- qualification criteria stated in this RFP, shall be considered for Technical Evaluation of Bidder. BESCOM will review the documents of the bidder. Evaluation shall be on the basis of technical specifications and documents provided by the Bidder. Any deviation to the technical specification will be treated as disqualified.

2.20.3 Evaluation of Financial Bid.

a) The Financial Bids of techno-commercially qualified bidders will only be opened.
b) Only fixed price commercial bids indicating total price for the deliverables specified in this bid document will be considered.
c) Prices shall be quoted in Indian Rupees, inclusive of all statutory charges, duties and GST etc. both in figure and words rounded to one rupee.
d) Any conditional bid would be rejected.
e) No escalation of cost is allowed during the validity of the contract period.
f) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest amount will be considered".
g) If there is no price quoted for the deliverables, the bid shall be declared as disqualified.

The Financial Bids would be evaluated based on the overall price quoted by the Bidder as in Price Bid form. **The evaluation would be based on L1 criteria only. The Bidder who quotes the lowest price shall be considered as L1**.

2.21 NEGOTIATIONS

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. However, BESCOM reserves the right to negotiate price before awarding the contract.

2.22 AWARD CRITERIA

The Successful bidder will be issued Letter of Intent (LOI). On receipt, the bidder should comply with the following requirements:

A. The successful bidder shall sign the Non-Disclosure Agreement with BESCOM in the format shared by BESCOM at the time of issuance of DWA.

B. Selected Bidder shall submit a Bank Guarantee issued by a public sector nationalized bank or scheduled commercial bank payable at Bengaluru towards contract performance guarantee covering 5% of the contract value valid up to 90 days after the end of contract period.

2.23 RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS

BESCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BESCOM's action.

2.24 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

2.25 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity and extended validity period, if any, BESCOM will notify the successful Bidder in writing by registered letter/email, that its bid has been accepted.

3. Section III: General Conditions of Contract (GCC)

3.1 Bid Prices

3.1.1. Unless otherwise specified in the Scope of Work, Bidders shall quote for the entire Services on a Single Responsibility/ Turnkey basis such that the total Bid price covers all the obligations of the Bidder mentioned in or to be reasonably inferred from the Tender Document in respect of providing the product/services wise.

3.1.2 Bidders are required to quote the price for the required items as per Scope of Work specified in RFP as in section 5.

3.1.3 Bidders shall give the prices in the manner and detail as asked for in the Price Bid given in price bid form failing which the BESCOM shall reserve the right to assume/extrapolate the prices for the item/services for which the price has not been quoted and the same will be binding on the Bidders. Responsibility for including all applicable taxes, duties and levies in the Bid lies with the Bidder and the BESCOM shall not be responsible for any error/omission on the part of the Bidder.

3.1.4 The taxes, duties and levies in the form of Goods and Services Tax (GST) shall be indicated by the Bidder in the Price Bid and shall be quoted as the rates in force as on seven (7) calendar days prior to the last date of Bid submission as mentioned in event sheet. The total price quoted by the bidder should be inclusive of GST.

3.1.5 The price shall be inclusive of GST. BESCOM will not pay any other taxes, whatsoever in respect of this contract. Any increase in the tax should be absorbed by the Bidder during the contract and any reduction in the tax should be passed on to BESCOM

3.2 Performance Guarantee

3.2.1 The successful Bidder shall furnish the performance security in the form of bank guarantee issued by a public sector nationalised bank/scheduled commercial banks in India, payable at Bengaluru equal to 5% (Five) of Total Contract Value and valid up to 90 days after the end of contract period. Performa as per form 2 of section 6 in the RFP shall be followed.

3.3 Payment Terms & Penalties:

3.3.1 Payment Terms and schedule are as below:

No extra taxes or levies or any other taxes will be paid by BESCOM, it shall be borne by the bidder and BESCOM will not entertain separate claim of whatsoever on this context. If there is any reduction in taxes and duties, the same shall be availed and passed on to BESCOM.

The firm shall submit the bill in duplicate duly certified by Assistant General Manager (GST), Deputy General Manager (GST) and counter signed by General Manager (GST) and payment will be made by AGM (E&S) Section, BESCOM.

The Payment under operation & maintenance phase will be made on Quarterly basis subject to penalty deductions.

1. No advance payment shall be made.

Sl. No.	Milestone	Schedule	Payment Terms.
1	One time Set Up, Data transformations & Integrations, Test Run and Go live. **AND** Services/Cloud charges/ SSL Certificate/Application Annual Maintenance.	T+4 Weeks AND T + 2 years	1/8th of the Cost quoted will be billed on quarterly basis after successful completion of GST software Go-live and start of the AMC services.

2. BESCOM shall deduct at source all applicable taxes while releasing payments to the selected bidder. However, tax element in the invoice to be released only after submission of proof of payment.
3. All payment will be made through NEFT/RTGS.

3.4 Penalty / Service Level Agreements penalty.

3.4 (a) Penalty **:** In case of delay in one time set up and go live, penalty @ 0.5% per week maximum of 10% of the total project value. If the Penalty exceeds beyond 10% of the total project value BESCOM reserves the right to terminate the contract.

3.4 (b) Service Level Agreements penalty: The system shall adhere to the following service levels.

a) **Uptime service level:**

Sl No	Uptime	Penalty
1	≥98%	Nill
2	≥95% and <98%	0.5% of the Monthly bill amount
3	≥90 and < 95%	1% of the Monthly bill amount
4	<90%	No payment for that month

b) The Implementation partner should submit the uptime report generated from the cloud system on monthly basis.
c) All critical severity bugs have to be resolved within 03 (three) days otherwise penalty will be levied by BESCOM Rs. 1000/- per day.
d) If penalty amount exceeds beyond 10 % of the total contact amount, BESCOM reserves the right for termination of the contract and encashment of the Performance Bank Guarantee without assigning any reason to the firm.

3.5 LIQUIDATED DAMAGES:

In addition to clause 3.4, BESCOM may impose additional penalty for reasons as below:

If the Services provided do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the Service Provider to meet the requirements within 14 days of being informed by the BESCOM, the BESCOM shall be free to impose LD at 10% of the total contract value. In addition, the BESCOM shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted by the service provider.

4. Section IV: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

4.1	The Purchaser's country is: The Union Of India
4.2	The Purchaser is: Bangalore Electricity Supply Company Ltd.
4.3	The web-site is **https://kppp.karnataka.gov.in only.** The details regarding the RFP (Bid) process shall be available on the same. The eligible bidders should visit the website from time to time and get the status updates. All details uploaded on the website from time to time shall be deemed to have been provided to all the bidders.
4.4	The language shall be: English
4.5	For notices, the contact details shall be: THE GENERAL MANAGER (ICT & MIS) BANGALORE ELECTRICITY SUPPLY COMPANY LTD. 5th FLOOR, BELAKU BHAVANA,CORPORATE OFFICE, K R CRICLE, BANGALORE -560001, KARNATAKA Email: gmit@bescom.co.in
4.6	The governing law shall be: Laws applicable in exclusive jurisdiction of the High Court of Judicature at **Bangalore**, India and all courts subordinate to its exclusive Jurisdiction.
4.7	The formal mechanism for the resolution of disputes shall be: If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and difference, either party may require that the dispute be referred for resolution to the formal mechanisms, described below (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed): a. The mechanism for resolution of disputes for bidders shall be in accordance with the Indian Arbitration and Conciliation Act of 1996. The Arbitral Tribunal shall consist of 3 (Three) Arbitrators. Each Party shall nominate an Arbitrator and the two nominated Arbitrators shall mutually agree and nominate a third Presiding Arbitrator. b. The place for arbitration shall be **Bangalore, Karnataka**

4.8	The price adjustment shall be: The bidders may please note that the prices are upward/downward Adjustable. BESCOM reserves the right to review and negotiate the charges payable at any time to incorporate downward revisions as applicable and necessary, including due to lowering of any applicable taxes, duties and any other statutory levies. Prices shall not be subject to any upward/downward revision on any account whatsoever throughout the period of contract. Provided that any revision in taxes, statutory levies, duties which is not occasioned due to any change in place, method and time of supply or non-performance / non-fulfilment of any condition of any exemption considered by the bidder at the time of proposal, shall be considered for price adjustments. The BESCOM reserves the right to increase or decrease the contract value subject to the limit of 25%. It is clarified that this increase or decrease of 25% shall not entitle either party to claim revision of the unit price of the services.
4.9	**<u>General terms and conditions of Payment Schedule</u>** 1) All payments shall be made centrally at AGM (E&S) section, duly certified by GST section of BESCOM 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs majorly defined. The SLAs will govern the penalty and deductions from payments for inferior deliverables. 3) Bidder needs to ensure completion of all works before submitting the invoice and approved only after the particular activity is completed. In case even part of the work is pending payment for that activity shall not be made. 4) The detailed terms of payment are as per the clause 3.3. 5) Cost has to be mentioned as per prescribed formats only. 6) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the BESCOM, any work done or service rendered by bidder is deficient in any manner in comparison to the prescribed standards, BESCOM shall be at liberty to withhold a reasonable portion of the payments due to the bidder, till such work/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the BESCOM under this contract.
4.10	The currencies for payments shall be in Indian Rupees (INR).
4.11	The Performance Security paid, shall be in the form of Bank Guarantee issued by a Scheduled Indian Bank as notified by Reserve Bank of India. The Bidder shall submit Performance Security of 5% on the Total Contract value to be valid for 90 days beyond the completion of contract period.

5. Section V: Scope of Work

5.1 Detailed Scope of Work

The bidder needs to provide a customized GST software hosted on cloud for BESCOM for a period of 2 years along with support and maintenance with the following responsibilities.

1. GST application software should be cloud based and arranged by the service provider.
2. The GST application needs to provide the facility of minimum of 300 plus users simultaneously using the software at the peak hours.
3. As per the Timeline, within 4 weeks from the DWA the GST application should Go live and the necessary Training documents to be submitted to BESCOM.
4. The cloud GST application should be implemented and rolled out across GST Cell and minimum 54 Site Locations.
5. The 2 level of users (Makers and Approvers)will be operating on Cloud GST application from each Site locations.
6. The service provider need to provide software training to all the users online/offline as decided by BESCOM with all the relevant training materials.
7. The cloud-based GST application should enable the BESCOM users to perform GSTR1 & GSTR3B and other necessary transactions by generating invoices for outward services/supplies and Inward RCM (Reverse Charge Mechanism) transactions as prescribed by GST Department.
8. The service provider should enable to update the transactions of Composite supplier by accounting units in the software.
9. User friendly transaction screens for Invoice details like entry, approval, GSTN extract, reports and dashboard should be part of the application.
10. Application should have ability to perform Invoice correction transactions at site locations before GST filing at Corporate Office every month.
11. Custom reports specific to BESCOM should be developed by the implementation partner without any additional cost.
12. All the master data like accounting units along with subordinate offices (eg: Sub-Division), Users, Approvers, Products and Services, GST rate, CESS rate will be provided by BESCOM.
13. The software should provide DATA format for furnishing the details/transactions of distinct person/related person/between branches.
14. The software should provide the facility of advanced Corporate Dashboard for viewing the status of filing of returns by Branch office/Site Locations.
15. Carry out all changes in functionality on account of changes due to new legislations /statutes, Rules and notifications (Government Orders) and changes requested by the Department at no cost to BESCOM.
16. Complete maintenance and support services for a period of two (2) years from the date of Go Live, including maintenance, trouble shooting, software updates / upgrades, patch updation, etc. required for filing of GST returns.
17. Service provider shall not delete any data at any point of time without written approval of BESCOM during the period of Contract OR after the expiry of Contract.
18. Post implementation, the Implementation partner should support the application from Corporate Office location without any additional cost.

19. Any bugs in the application after implementation should be corrected and released with minimal time by the Implementation partner. The Implementation partner shall not charge for any bug fixes in the application.
20. The Implementation partner should take daily, weekly and monthly periodic backup of application and maintenance of database, to ensure application availability on Cloud is the responsibility of the implementation partner. The Implementation Partner should not charge any additional cost for the application/database maintenance.
21. The Implementation Partner should ensure that the software is compliant of the cyber security alerts or issues and need to update the software from time to time without any additional cost to BESCOM.
22. The Implementation partner should update the security vulnerabilities identified during VAPT activities conducted by BESCOM and guidelines issued by Cert-In.
23. The implementation Partner need to provide a backup of data uploaded in the software as and when required by BESCOM.
24. Ensure data back-up in line with the data backup policy.
25. Release version notes as and when new functionality/new application protocol/new updated user interface protocol is added in the software. The Bidder should not charge BESCOM for these changes and updates.
26. Make modifications to software for no additional cost, broadly within the existing framework.
27. The Implementation partner should provide support for integration of the application with other applications as and when required.
28. The Implementation partner should arrange SSL certificate, DNS, Public IP address and any other tools required for securely and successfully implement the solution.
29. The Implementation Partner should successfully migrate the data from the existing solution with precision without any data loss.
30. The Application should populate the data as per the requirement of BESCOM on the application dashboard.
31. The Implementation partner should provide email and SMS integration with the application.
32. Fix errors reported in software in a timely manner and ensure high availability/reliability.
33. The Implementation partner should upgrade the application, framework, database and operating system on timely basis to avoid any security breaches.
34. The bidder should prepare document related:
    a. Application Training
    b. Application upgrade and implementation Methodology
    c. Security policies
    d. Backup policies
    e. Architecture
35. The implementation partner need to maintain a Database regarding the payments to be made to GST Dept. and need to provide a consolidated report every month.
36. With respect to RCM, invoices should be raised at accounting unit level.
37. There should be a provision of search engine in the application where the end users can search for SAC/HSN codes and respective GST rates
38. The B2B invoices of BESCOM which are uploaded by the accounting units need to be uploaded to E-Invoice portal (IRP) for validation by the service provider.
    a. On unsuccessful upload of invoices an error report should pop-up with relevant error codes and description in the software portal.

b. On successful upload of invoices, the software should return with valid IRN and QR code and returned details like IRN and QR code which are in the JSON format from the IRP need to be decrypted into readable format which need to be printed on the B2B invoices.

39. The software provider need to provide assistance in resolving the errors received in case of unsuccessful upload.
40. The invoices uploaded through E-invoice software should be processed in real time instantly, without any delay.
41. QR codes need to be generated for B2C invoices.
42. The dashboard should consist of a particular frame where Corporate Office would be able to post the updates regarding GST.
43. A provision should be made for raising queries, Q&A at Accounting Units level and a mechanism for status monitoring via email need to be established.
44. The Application should have circular repositories that can be modified and updated by BESCOM team.
45. A calendar-based opening and closing functionality must be available for the corporate office to manage invoice submissions.
46. The application should be equipped with scrolling notification ribbon to provide information notification to all users.
47. The Implementation partner should develop the solution as per the requirement of BESCOM.
48. The Implementation partner should maintain user lifecycle management, password life cycle management and role based access control to maintain application access security.

5.2 IMPORTANT TERMS & CONDITIONS:

1. The support software should be ready as on the date of Go-live after User Acceptance Test (UAT) so as to enable BESCOM for full compliance under GST.
2. The Bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in codes etc.
3. The implementation and integration of software to be completed by GO-live date.
4. The installation will be deemed as incomplete if the software is not delivered or is supplied but not installed and not operational or not acceptable to BESCOM. The software will be accepted after complete integration and satisfactory working of software.
5. The bidder will assist BESCOM to conduct preliminary test to ascertain the extent to which the software has met the business requirements.
6. The cloud service provider should be MeitY empaneled.

5.3 Knowledge Transfer:

The Service Provider should ensure that complete data is smoothly transferred to the new Service Provider / BESCOM at the end of the contract period or as and when the same is required by BESCOM. Necessary Technical support / training on maintenance should be ensured by Service Provider in such an event for smooth functioning of the application software at the new Service Provider / BESCOM without any additional cost to BESCOM up to the satisfaction of BESCOM.

At the end of the Contract period, the Service Provider shall ensure the following without any additional cost to BESCOM.

i. The Service Provider shall provide Knowledge transfer project plan scheduled for a minimum period of at-least one month.
ii. The IT team of Service Provider should be in a position to showcase the build and deploying part of the source code.
iii. The Implementation partner should handover the entire application source code with detailed code documentation.
iv. All the issues that were internally addressed by the Service Provider should be handed over to new Service Provider / BESCOMs staff.
v. The Service Provider should provide work instructions for setting master data.
vi. The Service Provider should provide all licenses.
vii. The Rigorous Knowledge transfer sessions are to be conducted for a minimum period at-least one month., until the complete knowledge is transferred to the new Service Provider / BESCOM which includes hand over of architecture, all licenses, flow charts, latest version of source code which is deployed in the production, security mechanism, process flow, operational hierarchy, various functionalities, logics etc.,
viii. Rigorous hands on training sessions are to be conducted for a minimum period of at-least one month., until the complete hands on training is provided to the new Service Provider / BESCOM which includes operation and maintenance of the complete system.
ix. Even after giving rigorous knowledge transfer session / training, the SP shall render assistance to the new Service Provider / BESCOMs staff as and when required by BESCOM for a period one year from the date of handing over.

6. Section VI: Forms:

Form: 1 : Bidder's Organization details *(To be uploaded on the Letterhead)*

Sl. No.	Particulars	Details
1.	Name of the Bidder organization	
2.	Address of the Bidder	
3.	Status of the Company	
4.	Details of Incorporation of the Company	Date:
		Ref. #
5.	Details of Commencement of Business	Date:
		Ref. #
6.	Valid GST No	
7.	Permanent Account Number (PAN)	
8.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
9.	Telephone No. (with STD Code)	
10.	E-Mail of the contact person:	
13.	Website	

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name: Company Seal

Address:

Place:

Date

Form: 2 Performa for Contract Performance Guarantee

Performa for Bank Guarantee (For or Contract Performance Guarantee)

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee no..... Date: / /

To,
General Manager (ICT & MIS),
Bangalore Electricity Supply Company Limited,
Belaku Bhavan, Corporate Office, K.R Circle,
Bangalore-560001, Karnataka, India

Dear Sir,

In consideration of the.... *[Purchaser's Name]* ..... (Hereinafter referred to as the 'BESCOM' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assignees) having awarded to M/s ..... *[Contractor's Name]* ..... with its Registered/Head Office at..... . (Hereinafter referred to as the 'Contractor'), which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the *BESCOM's* Letter of Acceptance no. ..... dated ..... and the same having been acknowledged by the Contractor, for ..... [Contract sum in figures and words] for ..... *[Scope of Work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to five percent (5%) of the Contract Price of the aforesaid work under the Contract to the BESCOM.

We..... [Name & Address of the Bank]..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the BESCOM, on demand any and all monies payable by the Contractor to the extent of .... (*) ..... as aforesaid at any time up to..... (@) ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the BESCOM on the Bank shall be conclusive and binding notwithstanding any difference between the BESCOM and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the BESCOM and further agrees that the guarantees herein contained shall continue to be enforceable till the BESCOM discharges this guarantee or till .....[day/month/year] whichever is earlier.

The BESCOM shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the BESCOM at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities.

Our liability under this Bank Guarantee shall not exceed …….

This Bank Guarantee shall be valid up to and including …….

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Purchaser serve upon Bank a written claim or demand within ninety (90) calendar days from the above mentioned expiry date of validity or, from that of the extended date.

Dated this……. day of ……. 2025 at…….

WITNESS
(Name)
……
……
(Signature)

(Name)
…… ……
(Signature)
…… ……

(Official Address) (Designation with Bank Stamp)

Attorney as per with Power of Attorney no…….

Note: The Stamp paper of Rs.500/- value shall be purchased in the name of guarantee issuing Bank.

Form: 3 Declaration on not being blacklisted /defaulter

(To be submitted on the Letterhead of the Company)

To,
General Manager (ICT & MIS),
Bangalore Electricity Supply Company Limited,
Belaku Bhavan, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Sub: RFP for Implementation of custom build Cloud based GST support software for compliance under Goods & Service Tax (GST) in BESCOM.

Ref:

****

Dear Sir,

We confirm that our company is not blacklisted/defaulter for any fraudulent actions by BESCOM or by any state/central Government institution or any Public Sector Organization.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Authorized Signature
[In full and initials]
Name and Title of Signatory:
Company Name:
Address:
Company Seal

Place:
Date:

Form: 4 Declaration of Acceptance of Terms and Conditions in RFP

(To be submitted on the Letterhead)

To,
General Manager (ICT & MIS),
Bangalore Electricity Supply Company Limited,
Belaku Bhavan,Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Sub: Implementation of custom build Cloud based GST support software for compliance under Goods & Service Tax (GST) in BESCOM.

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [Tender enquiry No. **BESCOM/2025-26/SE0444/CALL-2**] for "Implementation of custom build Cloud based GST support software for compliance under Goods & Service Tax (GST) in BESCOM ". I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Authorized Signature
[In full and initials]
Name and Title of Signatory:
Company Name:
Address:
Company Seal

Place:
Date:

Form: 5 Letter of Proposal Submission

(To be submitted on the Letterhead)

To,
General Manager (ICT & MIS),
Bangalore Electricity Supply Company Limited,
3rd Floor, 2nd Block, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Dear Sir,

We, the undersigned, offer our proposal for "Implementation of custom build Cloud based GST support software for compliance under Goods & Service Tax (GST) in BESCOM." in accordance to the terms and conditions stipulated in RFP invited vide enquiry No.: BESCOM/2025-26/SE0444/CALL-2**]**

We are hereby submitting our Proposal, which includes
a) Financial Proposal
b) Technical Proposal
c) EMD of the prescribed amount (paid online as defined in the KPP portal)
d) Bid processing fee of the prescribed amount (paid online as defined in the KPP portal)

\We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the price. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature
[In full and initials]

Name and Title of Signatory:
Company Name:
Address:
Company Seal

Place:
Date:

Form: 6 Price Bid

The Price Bid Form should be entered/ Keyed in the KPP portal in financial bid section. Please refer to section 2.19 of this document. The successful L1 bidder shall submit the price break up in the prescribed format shared by the BESCOM during the time of issue of LOI/Award.

Form 7: Certificate for clause regarding restrictions on procurement from Bidder of a country which shares a land border with India

To,
General Manager (ICT & MIS),
Bangalore Electricity Supply Company Limited,
Belaku Bhavan, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Dear Sir,

This is to certify that I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Company/Firm

Form 8: Banker's Certificate

ON BANKERS LETTER HEAD

……

FORMAT OF BANKER'S CERTIFICATE/ LINE OF CREDIT LETTER

[TO BE ISSUED IN THE LETTER HEAD OF BANK BRANCH]

Reference Number (SL No.) Place:

Date:

To:

[Name and Address of the beneficiary]

This is to certify that M/s. ……(name of the customer) having their registered/ administrative office at …… is a customer of our Bank and is engaged in ……(nature of activity). Their financial transaction with our Bank has been satisfactory. Therefore, we have extended credit facilities as below to meet their financial requirement towards the execution of the ……(brief details of work) as per the Loan Policy of the Bank:

<table>
<tr><td>SL No.</td><td>Type of facility</td><td>Amount in Rs. (As on date of issue of certificate)</td></tr>
<tr><td>(1)</td><td>Cash at Bank</td><td>Rs……..</td></tr>
<tr><td>(2)</td><td>Term Deposits</td><td>Rs……..</td></tr>
<tr><td>(3)</td><td>Fund based Credit facility
(includes Overdraft)</td><td><table><tr><td>Sanctioned Limit</td><td>Utilized amount</td><td>Available Balance amount</td></tr><tr><td>Rs…..</td><td>Rs…..</td><td>Rs…..</td></tr></table></td></tr>
</table>

Note:- Date of the Certificate

Liquid Assets as on last date of previous month of tender inviting date or at a later date before submission of the bid.

Yours Faithfully,

BRANCH MANAGER